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Title: **Jamestown, City of and Jamestown Unit 6305, CSEA Local 1000, AFSCME, AFL-CIO (2004)**

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GEN/6814

LABOR AGREEMENT
between

CITY OF JAMESTOWN

and

JAMESTOWN UNIT 6305 OF C.S.E.A, Inc.
LOCAL #1000
AFSCME, AFL-CIO

January 1, 2004 to December 31, 2007

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NYS PUBLIC EMPLOYMENT
RELATIONS BOARD



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APPENDIX A	VISION CARE PROGRAM
APPENDIX B	PRESCRIPTION DRUG PROGRAM
APPENDIX C	PREADMISSION CERTIFICATION/ALTERNATIVES TO HOSPITALIZATION

AGREEMENT made and entered into this _____ day of July, 2004 by and between

CITY OF JAMESTOWN, NEW YORK,
Hereinafter referred to as the "Employer",

and

CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.,
Local 1000 A.F.S.C.M.E., AFL-CIO,
Hereinafter referred to as the "Association",

WITNESSETH:

Article I

Section 1: Recognition.

The Employer recognizes the Association to be the sole and exclusive representative of all City employees except: those recognized by other bargaining units within the City; administrative and supervisory employees; employees appointed to authorized positions in the offices of Human Resources and Personnel, the Stenographic Secretary at the Department of Public Works; and other employees not now covered under the present agreement for the purpose of collective bargaining and grievances and shall have this unchallenged representation status for the maximum period permitted by law on the date of execution of this Agreement.

Section 2: DUES CHECKOFF AND UNION SECURITY.

(a) AGENCY SHOP. Employees and new hires covered under this labor agreement shall, upon completion of his or her probationary period, comply with the following:

C.S.E.A having been duly recognized as the exclusive representative of the employees within the bargaining unit shall be entitled to have deductions made from wages of employees of said unit who are not members of the C.S.E.A., the amount equivalent to the dues levied by C.S.E.A. The fiscal officer shall make deductions and transmit the same to C.S.E.A. The fiscal officer making such deductions will transmit these amounts to C.S.E.A., 143 Washington Avenue, Albany, New York 12210. This deduction will be accompanied by

a listing indicating the name of the employees who are not members of C.S.E.A. C.S.E.A. agrees to hold the City of Jamestown safe and harmless because of said deduction.

(b) The Employer shall deduct from the wages of the employee and remit to the Civil Service Employees Association, Inc. 143 Washington Avenue, Albany, New York 12210, or to any other person or company designated by the employees, regular membership dues and other authorized deductions which will include sickness and accident, life and group life which will be deducted in one lump sum with the dues deduction, auto and homeowners insurance which will be deducted in one lump sum, and credit union payments for those employees who have signed the appropriate payroll deduction authorization cards permitting such deductions. This particular paragraph does not preclude the employees requesting other deductions be made.

(c) The Employer, within thirty (30) days after the ratification of this contract, will furnish the Civil Service Employees Association a complete list of names, home addresses, work locations, and position titles of all employees in the negotiating unit covered by this contract and within thirty (30) days after the end of each pay period furnish the Civil Service Employees Association a listing of the names, home addresses, work locations, and position titles of newly hired, reinstated and transferred employees as well as a list of employees who terminated employment in the negotiating unit.

Section 3. RIGHT OF C.S.E.A.

The C.S.E.A. shall have the sole and exclusive right with respect to other organizations to represent all employees in the heretofore defined negotiating unit in any and all proceedings under the Public Employees Fair Employment Act, or any other applicable law, rules, regulations or statute, under the terms and conditions of this Agreement, to designate its own representatives and to direct, manage and govern its own affairs; to determine those matters which the membership wishes to negotiate and to pursue all such objectives free from any interference, restraint, coercion or discrimination by the employer or any of its agents. The C.S.E.A. shall have the sole and exclusive right to pursue any matter or issue including but not limited to the grievance and appeal procedure in this Agreement and to pursue any matter or issue to any court of competent jurisdiction, whichever is

appropriate; and shall not be held liable to give any non-member any of its professional, legal, technical or specialized services.

Section 4. RIGHTS OF EMPLOYEES.

Any employee covered by the provisions of this Agreement shall be free to join or refrain from joining the C.S.E.A. without fear of coercion, reprisal or penalty from the C.S.E.A. or the Employer.

Employees may take an active role in the activities of C.S.E.A. without fear of any kind of reprisals from the Employer or its agents.

An employee may bring matters of personal concern to the attention of the appropriate Employer's representatives and officials in accordance with applicable laws and rules, and may choose his own representative or appear alone in a grievance proceeding with the exception that the employee must notify the C.S.E.A. so as to permit entrance, if so desired, to all such proceedings and must be informed of any decision surrounding the case.

Section 5. NO STRIKE CLAUSE

Pursuant to the intent and purpose of this Agreement to promote cooperation and harmonious working relations between the parties, and in recognition of the prohibitions contained in the Public Employees Fair Employment Act, the Association affirms that it does not assert the right to strike, or to impose any obligation on any member to conduct, assist, or participate in such strike.

Section 6. NO LOCKOUT

Pursuant to the intent and purpose of this agreement to promote cooperation and harmonious working relations between the parties, in the event that labor/management strife occurs during the period of time after the expiration of this Agreement and prior to the execution of the successor Agreement, the City, its agent or representatives agrees that the employees covered under the bargaining unit shall not be locked out.

Article II

MANAGEMENT RESPONSIBILITIES

The City of Jamestown retains the sole right to manage its business affairs and services and to direct the working force, including the right to decide the number and location of its business and service operations, the business and service operations to be conducted and rendered, and the methods, processes and means in operating its businesses and services and the control of the buildings, real estate, materials, parts, tools, machinery and all the equipment which may be used in the operation of its business or in supplying its services; to determine whether and to what extent the work required in operating its business and supplying its services shall be performed by employees covered in this agreement; to maintain order and efficiency in all its departments and operations; including the right to discipline, suspend and discharge employees for cause, to hire, layoff, assign, transfer, promote and determine the qualifications of employees; to make reasonable work rules which shall not be inconsistent with this Agreement, to determine the schedules of its various departments, and to determine the starting and quitting time and the number of hours to be worked, subject only to such regulations governing the exercise of these rights as are expressly provided in this Agreement or provided by law.

The above rights of the Employer are not all-inclusive, but indicate the type of matters or rights which belong to and are inherent to the Employer. Any and all rights, powers and authority the Employer had prior to entertaining this Agreement are retained by the Employer, except as expressly and specifically abridged, granted or modified by this Agreement.

Article III

COMPENSATION

Section 1. WAGE SCHEDULE.

The employees represented by the Association shall be compensated in accordance with the wage schedules as shown in Schedule A, which is attached hereto and made a part of

this Agreement. This schedule represents a wage increase of two point seven five (2.75%) percent effective 1/1/04; three point two five (3.25) percent effective 1/1/05; three point two five (3.25%) percent effective 1/1/06 and three point two five (3.25%) percent effective 1/1/07. (Wages shall be made retroactive to 1/1/2004.)

Section 2. As of January 1, 2007, for positions with six steps, the bottom step will be removed from the wage table and an additional step will be added.

As of January 1, 2007, for positions with five steps, an additional step will be added.

Computation shall be as follows, the existing step schedule shall be adjusted by the agreed 3.25% and an additional step 4% above the top step will be added.

Section 3. Steps in the year 2007 will be given as of January 1, 2007, and each employee will receive one step.

Those employees having received a step increase in 2005 will be eligible for the next step (assuming no change in the current contract) on their anniversary date in 2009.

Those employees having received a step increase in 2006 will be eligible for their next step (assuming no change in the contract) on their anniversary date in 2009.

Section 2. STEP INCREMENTS.

For all employees hired after 6/18/01, employees paid at a rate below that of the maximum for their classification may be advanced to the higher rates within the schedule as recommended by the Department Head based on the employee's manner of performance and length of service. An employee who has completed twelve (12) months of service shall receive the next step increment. Subsequent step increments shall be granted every two (2) years on the anniversary date of the employee's first step increase.

Employees denied a step increase shall be given the reason in writing with the right to use the grievance procedure. The burden of proof shall be upon the Employer.

Section 3. RATE DIFFERENTIALS.

Rate differentials for employees who are scheduled to work on the evening and night shift shall be paid additional compensation above their normal hourly rates for their title according to the following:

<u>Shift</u>	<u>Additional Payment</u>
Evening (3 PM – 11 PM)	\$.45 per hour
Night (11 PM – 7 AM)	\$.45 per hour

The rate differential shall apply to those who are scheduled to work fifty (50%) percent or more of their time other than day shift hours.

Any employee who is normally scheduled to work from 3 PM to 11 PM or 11 PM to 7 AM and is receiving the aforementioned allotment will receive said allotment for any paid leave of absence (vacations, sick days, holidays, bereavements days, etc.)

(b) In titles and grades that do not rotate shifts, shift preference shall be decided by seniority.

Section 4. HOURS OF WORK.

(a) Salaried Employees. The normal scheduled work week for salaried employees is thirty-seven and one-half (37½) hours divided into five (5) days equally.

(b) Hourly Employees – Hourly employees are distinguished in the compensation schedule by having only the hourly rate listed. The normal scheduled work week for hourly employees who are represented by the Association is forty (40) hours divided into five (5) days of eight (8) hours each.

(c) Full Time Employees – Full time employees are those employees who are normally scheduled to work a minimum of thirty (30) hours per week.

Section 5. OVERTIME.

(a) All salaried employees shall be paid at a rate of one and one-half (1½) times their hourly rate of pay for all hours worked in excess of forty (40) hours per work week.

(b) Hourly employees who are required to work overtime shall be paid one and one-half (1½) times their hourly rate of pay for all hours worked in excess of eight hours per day or forty (40) hours per work week. Employees shall not be paid both weekly and daily overtime for the same hours.

(c) Paid holidays, schedule vacation days and personal leave days will be counted as time worked in the computation of overtime.

(d) Preference shall be given to regular full time employees to work overtime and holidays.

Section 6. COMPENSATORY TIME.

Unless so notified and subject to the provisions of Paragraph (b) below:

(a) All salaried employees shall be given their choice of compensatory time or pay at straight time for all hours worked between the regular thirty-seven and one-half ($37\frac{1}{2}$) and forty (40) hours within the work week. If the employee elects to receive pay at straight time, the hours may be banked until the end of the year and paid at that time at the same rate at which the compensable time was earned.

(b) Effective January 1, 1981, if so desired, any salaried employee who has accumulated over thirty-seven and one-half ($37\frac{1}{2}$) hours in compensatory time shall be paid for all hours worked between thirty-seven and one-half ($37\frac{1}{2}$) and forty (40) hours in a work week at his or her normal hourly rate.

(c) All accumulated overtime prior to January 1, 1981, shall be used as time due only after other accumulated time has been exhausted.

(d) Upon retirement or termination, employees shall be paid in cash for the monetary value of accumulated overtime.

Section 7. SCHEDULING.

Prior to changing an employee's shift, the Employer shall give as much notice as possible, except in the case of an emergency.

Section 8. CALL BACK TIME.

Any hourly or salaried employee who has left the premises and is called back to work after completing his regularly assigned shift shall be assured a minimum of three (3) hour pay.

Employees called back for reasons other than regular work shall be assured a minimum of one (1) hour's pay or whatever time is greater.

Section 9. STARTING RATE FOR NEW EMPLOYEES

New employees will be paid the starting rate of the position to which assigned in accordance with the Compensation Schedule attached hereto and made a part of this Agreement. Exceptions may be those employees with experience and/or training over and above that required for the starting rate, and may be paid at a rate above the starting rate subject to the approval of the Department Head and the Mayor and/or the Mayor's Representative.

Section 10. PROMOTIONS.

An employee promoted to a position having a higher salary schedule will be entitled to be paid at the minimum of the new schedule or a rate one step above his current rate, whichever is higher.

Section 11. DEMOTIONS.

Employees demoted for any reason to a job having a lower salary schedule than the job from which demoted shall be paid their own rate of pay or the maximum of the salary range to which demoted, whichever is lower. In no event shall an employee be paid higher than the maximum of the salary range for the position to which assigned. If an employee is demoted, he shall have the right to use the grievance procedure to determine whether his or her demotion was justifiable.

Section 12. TEMPORARY ASSIGNMENT TO HIGHER POSITION.

When an employee temporarily performs work in a higher class of position, such employee shall receive the entrance rate of that class or one (1) step above the present rate, whichever is higher, while so assigned.

Such temporary assignment of a higher class position to qualify for a higher rate of pay shall be regular and continuous in character for a period of two (2) or more consecutive work days.

The purpose of Section 12 of Article III shall not be defeated by the assignment of such higher position work to successive employees.

Payment for rate shall be made for all time worked in such classification or position for that temporary assignment.

Section 13. LONGEVITY ALLOWANCE.

(a) Longevity allowances shall be paid to all eligible full-time employees in accordance with the following longevity schedule:

	2004	<u>2005</u>	<u>2006</u>	<u>2007</u>
5 years	\$660.00	\$685.00	\$685.00	\$685.00
10 years	\$770.00	\$795.00	\$795.00	\$795.00
15 years	\$870.00	\$895.00	\$895.00	\$895.00
20 years	\$970.00	\$995.00	\$995.00	\$995.00
25 years	\$1020.00	\$1045.00	\$1045.00	\$1,045.00
30 years	\$1070.00	\$1095.00	\$1,095.00	\$1,095.00

(b) Computation of longevity increments shall commence with the first pay period following the employee's anniversary date of hire.

Payment of the longevity allowance as computed in accordance with this Section shall be paid as a separate check the first pay period in December.

Section 14. JOB RECLASSIFICATION.

In the event that any jobs are reclassified by the Jamestown Civil Service Commission or other legally empowered regulatory agency, such reclassification shall not result in a reduction in the affected employee's rate of pay.

Article IV

HOLIDAYS

Section 1. LEGAL HOLIDAYS.

- (a) The following days are deemed to be holidays for employees represented by the Association:

New Year's Day	Veteran's Day
Martin Luther King Day	Thanksgiving Day
President's Day	Day after Thanksgiving
Good Friday	Labor Day
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Columbus Day	New Year's Eve (1/2 day)

(b) If any of the holidays listed in (a) above fall on a Saturday, the preceding Friday (and not such Saturday) shall be observed as the holiday, except for those employees who are required to work on Saturday.

(c) If any of the holidays in (a) above fall on Sunday, the following Monday (and not such Sunday) shall be observed as the holiday, except for those employees who are required to work on Sunday.

(d) If two (2) holidays fall on the same day, the employees shall be granted the first working day before or the first working day after the holiday in lieu of one of the holidays.

(e) Holidays will be considered for the actual 24 hours of the given holiday.

Section 2. ELIGIBILITY.

To be eligible for holiday pay as defined in this Article, and employee must:

- (a) be employed on a regularly scheduled basis;
- (b) have worked the scheduled day before and the scheduled day after the holiday except when on approved sick leave, vacation or bereavement days;
- (c) new employees must have completed three (3) months of service.

Section 3. PAY FOR HOLIDAYS NOT WORKED.

(a) Salaried Employees. Eligible full time salaried employees shall be paid at the rate of seven and one-half (7½) times their hourly rate for the holiday defined above.

(b) Hourly Employees. Eligible full-time hourly employees not required to work the holiday shall be paid at a rate of eight (8) times their base hourly rate for the holidays as defined above.

(c) Part-time Employees. Part time employees not required to work the holiday shall be paid at the rate considering the average hours worked in the pay period in which the holiday occurred times their normal hourly rate.

Section 4. PAY FOR HOLIDAYS WORKED.

(a) Salaried Employees. Salaried employees who are required to work holidays, shall be paid at the rate of double time for all hours actually worked that day for four (4) family holidays: Christmas Day, Thanksgiving Day, July 4th and Labor Day. The remaining nine and one-half (9½) holidays shall continue to be paid at the rate of one and one-half (1½) times the regular rate for all hours actually worked.

CSEA members assigned to the Police Department shall have the option of receiving holiday benefits as follows:

1. Receive all holidays off.
2. Employee may elect to work up to seven (7) holidays. Payment for those holidays worked shall be as follows:

- a. pay at time and one-half (1½) for each hour actually worked;
- b. compensatory time at the rate of one and one-half (1½) hours for each hour actually worked.

3. Employees shall notify their supervisor of their request to work a holiday at least ten (10) days prior to the said holiday. Approval to work the holiday shall be at the discretion of the supervisor.

4. Payment for holidays worked shall be included in the next scheduled bi-weekly pay after the holiday.

5. Salaried employees and other CSEA members assigned to the Police Department required to work those holidays listed in Section 1(a) above shall receive their regular compensation for the holiday as defined in Section 3(a) above. In addition they shall be entitled to receive one (1) of the following options:

- a. Pay at the rate of their regular hourly pay for all hours worked; or
- b. Compensatory time earned at the rate of one (1) hour for each hour worked.

Compensatory time shall be mutually scheduled by the employee and the Department Head considering the scheduling requirements of the department as well as the preference of the employee.

(c) Hourly employees.

FULL-TIME: Eligible full time hourly employees required to work on those holidays listed

in Section 1(a) above shall be compensated at a rate of time and one-half (1½) multiplied by their hourly rate of pay for all hours worked. In addition, they shall receive their regular compensation for the holiday as defined in Section 3(b) above.

PART-TIME: Eligible part-time hourly employees required to work on those holidays listed in Section 1(a) above shall be compensated at the rate of time and one-half (1½) multiplied by their hourly rate of pay for all hours worked. In addition, they shall receive pay as determined by using the formula on Section 3(c) above.

Article V

VACATIONS

Section 1. FULL-TIME EMPLOYEES.

Full-time employees hired after January 1, 1991 shall be granted vacation leave as follows:

Length of continuous service

Vacation

1 year

1 week

2 years

2 weeks

7 years

3 weeks

15 years

4 weeks

20 years

5 weeks

Section 2. PART-TIME EMPLOYEES

All regular part-time employees who have been continuously employed by the City for a period of one (1) year shall receive one-half (1/2) of the vacation time allocated for full time employees.

(a) The weekly rate of pay for such vacation shall be computed by taking the total hours worked in the preceding calendar year, dividing by fifty-two (52) and extending the resulting average weekly hours by the hourly rate (or hourly equivalent) of the employee at the time the calculation is made; except that in the case of first-year employees, their average weekly hours shall be determined by considering the total hours worked in the year preceding their first anniversary date of hire.

Section 3. COMPUTATION OF VACATION LEAVE.

In computing the above entitlement, the date that the employee commences his duties shall be the starting date.

(a) All vacation time shall be accrued on the employee's anniversary date of hire.

(b) A vacation list shall be prepared and approved by the head of the department on
or

before March 1, yearly.

(c) All vacation leave shall be scheduled with particular regard to the seniority of the employees.

Section 4. VACATION PAY ADVANCE.

Vacation pay shall be paid to the employee in advance of his vacation upon the employee's request in writing to the immediate supervisor at least two (2) week in advance of the vacation period.

Section 5. VACATION LEAVE AT THE TIME OF RETIREMENT AND/OR LAYOFF.

An employee shall be paid in cash at the time of retirement and/or layoff from employment pursuant to the provisions of the Civil Service Law of the State of New York for the monetary value of the unused vacation time to the credit of such employee at the time of his retirement; in the event of layoff, such payment will be made to the employee; in the event of death while employed, such payment will be made to the employee's designated beneficiary.

Section 6. VACATION SELL-BACK.

All employees who have completed five (5) years of continuous service and over, shall be permitted to sell back to the City one (1) week of their allotted vacation at straight time. Employees who elect to use this option are asked to make their desires known at the time vacation time is scheduled.

Employees who have reached the maximum vacation allotment shall be permitted to sell back to the City up to two (2) weeks of the allotted vacation time at straight time.

Article VI

SICK LEAVE

Section 1. SICK LEAVE ACCRUAL.

(a) All full-time employees shall be entitled to sick leave with pay. Sick leave shall accrue at the rate of one (1) day for each calendar month of the year.

(b) Probationary employees shall accumulate sick leave at the rate of one (1) day per calendar month of service but will not be eligible to use sick leave until he or she has completed six (6) months of continuous service.

Section 2. SICK LEAVE USAGE.

(a) The sick leave herein provided for shall be cumulative for any number of years from January 1, 1945. No employee shall be entitled to use more than one hundred fifty (150) working days sick leave pay within one calendar year. However, the limitation of 150 working days per year shall be waived upon the employee providing doctor's certification of extended illness.

(b) When on sick leave, an employee must submit a doctor's certificate, except as follows: regardless of other provisions to the contrary, an employee taking time off on sick leave may take up to six (6) days, or six (6) nights, or any combination of days or nights not to exceed a total of six (6) days in one (1) calendar year, without furnishing a doctor's certificate. Any employee abusing these sick leave provisions shall be subject to discipline.

(c) For the purpose of this provision a sick leave lasting one (1) or more consecutive days for the same illness shall count as one (1) day.

(d) Any employee who is ill shall notify his supervisor as early as practicable so that the necessary relief employee may be called. The employee will state when he expects to return to work.

(e) Employees off work due to doctor's appointments, personal business in the nature of involving appointments with attorneys, appearing in court, may deduct this time from any sick leave time they have accumulated. This time may be used in minimum increments of one (1) hour or more.

Section 3. SICK LEAVE AT LAYOFF.

Employees with two (2) years or more service will be allowed to use up to two (2) weeks of accumulated sick leave at the time of layoff.

Section 4. SICK LEAVE BONUS.

The calculation period for sick time bonus shall be the calendar year ending December 31 of each year.

(a) An employee who has not used any sick leave during the previous twelve (12) months shall receive a total bonus of four hundred (\$400.00) dollars.

(b) Any employee who has not used any sick leave during any quarter shall receive one hundred (\$100.00) for that quarter. Quarters shall be January 1st through March 31st, April 1st through June 30th, July 1st through September 30th, and October 1st through December 31st.

(c) All bonuses will be paid no later than January 15th of the following years.

(d) Part time workers (those working less than 30 hours per week) are not eligible for sick leave bonus.

Employees who retired prior to December 31st of any year who, at the time of their retirement, would otherwise be entitled to a payment as hereinbefore provided, shall receive a payment pro-rated to the nearest calendar quarter.

Article VII

LEAVES OF ABSENCE

Section 1. BEREAVEMENT DAYS.

In the event of a death in the immediate family, a full time employee shall be granted a paid leave of absence for a period not to exceed three (3) working days for the purpose of planning or attending the funeral. For the purpose of this agreement the immediate family shall be defined to include: spouse, children, step-children, mother, father, step-mother, step-father, sister, brother, grandparent, grandchild and any in-law.

Any other requests for funeral leave shall be directed to the employee's immediate supervisor and granted at his/her discretion.

Section 2. EXTENDED LEAVES OF ABSENCE.

Regular full-time employees shall be granted up to six (6) months leave of absence, without pay, upon the submission of a physician's certification of illness requiring said leave, to the employee's supervisor. If the affected employee's condition persists he will be granted additional leave without pay up not to exceed another six (6) month period. This additional leave may be procured by meeting the requirements mentioned above. Sick employees shall not forfeit any rights or benefits by reason of said leave of absence for illness. Maternity leaves shall be granted in accordance with applicable laws.

Section 3. EDUCATIONAL LEAVES OF ABSENCE.

A regular full-time employee who has had continuous service with the City for at least one (1) year may be granted, in the sole discretion of the Employer, a leave of absence to pursue a course of study in furtherance of his work for a period not to exceed one (1) year. The leave must be requested in writing with sufficient time in advance to permit the employer to find an adequate replacement.

Section 4. PERSONAL LEAVE.

(a) Effective January 1, 2001, three (3) personal leave days shall be granted to each employee during each calendar year.

(b) Personal leave days shall not be cumulative.

(c) A new employee shall be granted one day of personal leave after six (6) months of service. Thereafter shall be granted in accordance with paragraph (a) above.

Article VIII

INSURANCE

Section 1. GROUP INSURANCE.

The City shall provide each full-time employee with a group insurance program as follows:

Hospital Benefits:

Guarantee semi-private room and board for 145 days with unlimited miscellaneous.

Surgical Fees:

Reasonable and customary.

Assistant Surgical Fees:

25% of reasonable and customary charges.

Medical Expense Benefit:

In-Hospital Physician \$40.00/day

Diagnostic X-Ray & Laboratory

Diagnostic X-Ray \$300.00 unscheduled

Diagnostic Laboratory \$300.00 unscheduled

Radiation Therapy \$500.00

Supplemental Accident \$400.00

Well Baby Doctor Visit Up to \$50.00/year at 100% through pre-school age
(No additional coverage under major medical)

Annual Physical Examinations Up to \$75.00/year at \$100.00
(No additional coverage under major medical)

Routine Gynecological Exams Annually to include pap smear and mammogram
(Mammograms using NYS Dept. of Health Guidelines)

Supplement Major Expenses:

Maximum for each disability Unlimited

Reimbursement first \$10,000/year at 80%

Reimbursement over \$10,000/year at 100%

Deductibles:

Individual \$100.00/year

Family Maximum \$200.00/year

Preferred Provider Option:

Effective July 1, 1993, the City put into effect a PPO plan. A PPO plan is a managed care plan using fee schedules, thereby cutting health care costs, checking for medically necessary care and assuring reasonable and customary charges. A preferred provider would provide a co-insurance at 90/10 on the first \$10,000.00 in the event the employee uses a preferred provider. In the event the employee were to use another provider, the City's plan at 80/20 on the first \$10,000.00 would still be in effect.

Employees Monthly Contribution:

Effective as of January 1, 2005, the employees not already paying at 15% will pay 12% of the healthcare coverage for single or family coverage to include any and all costs associated with such coverage including but not limited to medical, dental, vision, prescription, reinsurance or administrative costs.

Effective as of January 1, 2007, all employees will pay 15% of the cost of healthcare coverage for single or family coverage to include any and all costs associated with such coverage including but not limited to medical, dental, vision, prescription, reinsurance or administrative costs.

Effective as of contract ratification, (December 20, 2004) Co-payment for prescription drugs shall be \$4.00 for a generic drug prescription and \$8.00 for a brand name drug prescription. As of January 1, 2007, a three tier drug co-pay system shall be used with \$6.00 for generic, \$12.00 for brand name, and \$25.00 for certain drugs in the formulary.

All premiums, Medical and Dental, paid by the employee, will be converted to pre-tax dollars under Section 125 of the Internal Revenue Service Law, at no cost to the employee, unless the employee has signed a stipulation not wanting such conversion.

Dental Coverage:

The City of Jamestown will provide a Dental Insurance program for each full-time employee. Dental changes would be for all new claims filed after approval of this agreement.

Employee Contributions:

Effective January 1, 2005 employees not already paying 15% of the monthly premium for dental insurance shall pay 12% of the monthly premium.

Effective January 1, 2007, all employees shall pay 15% of the monthly premium for dental insurance.

Dental Sealants:

Dental Insurance will allow \$12.00 for coverage of Dental Sealants.

Basic Dental Plan Maximum:

The basic Dental Plan maximum is \$2,000.00 per benefit year.

Orthodontia Maximum:

The orthodontia maximum is 50% up to \$2,000.00 per lifetime.

Vision Care Program:

See Schedule A attached hereto.

Prescription Drug Program:

See Schedule B attached hereto.

Preadmission Certification and Alternatives to Hospitalization:

See Appendix C attached hereto.

A copy of the City of Jamestown's Health Plan
is available in the Human Resources Office.

*THE ABOVE IS A SUMMARY OF THE PLAN ONLY AND WILL BE SUBJECT TO ALL
THE TERMS AND CONDITIONS OF THE INSURANCE CONTRACT.*

Section 2. ELIGIBILITY FOR INSURANCE.

To be eligible for insurance, full-time employees must have completed ninety (90) days of employment at which time the employee will be eligible the first of the month following the completion of ninety (90) days.

Employees transferring from part-time to full-time employment wishing to be eligible for participation in group health and/or dental insurance, must have completed the equivalent of ninety (90) days while working as part-time employees. If an employee has the equivalent of ninety (90) day prior full-time status, the employee will be eligible for insurance coverage on the first of the next following month. Any employee failing to have completed the ninety (90) day equivalent prior to full-time status will be given credit on a pro-rated basis and upon completion of the equivalent of ninety (90) days will be eligible for insurance coverage on the first of the next following month.

Spouses in the bargaining unit being carried as a dependent shall, upon any change in their marital status automatically have the insurance coverage in their own name for family or individual status, at their choice.

Section 3. RETIRED EMPLOYEES.

Effective January 1, 1987, employees who retire under New York State Retirement will be eligible for continuation of the same health and dental insurance plans received as an active employee provided that they continue to pay the same amount, if any, toward premium(s) as active employees are required to pay. Upon the death of the retired employee, the spouse may continue coverage until the death or remarriage provided the employee share of premium(s), if any, are paid. If a retiree is covered by another equivalent health insurance plan, they will not be eligible for coverage under the City plan. If the other coverage is discontinued, a retiree may opt for coverage under the City plan, unless they are covered by a governmental plan such as Medicare, V.A., etc.

A retired employee shall be defined as one qualified to retire in accordance with the provisions of the New York State Employee Retirement System.

Retired employees and/or eligible dependents who are not eligible for Medicare benefits shall be covered on the same basis as active employees. Retired employees and/or a spouse eligible for Medicare shall be eligible for Supplemental 65 Benefits in lieu of all other benefits under the insurance program provided by the City.

Effective as of contract ratification, (December 20, 2004) employees retiring from city employment may continue in the city healthcare plan retaining the coverage for themselves and those individual family members that were covered as of the employee's last day of employment, providing premiums, as set forth below, are paid. If a retiree's spouse and dependents are covered by the healthcare plan, upon the death of a retired employee, such spouse and dependents of the deceased retiree may continue to participate in the aforementioned health and dental insurance plans provided such spouse continues to pay the appropriate premium as specified below.

Employees will make payment for healthcare coverage during retirement as follows:

- a. Those with less than ten years of service may not continue in the city healthcare plan except for COBRA benefits
- b. Those with ten (10) years of service may continue in the city healthcare plan providing they pay 30% of the cost of such plan
- c. Those with fifteen (15) years of service may continue in the city healthcare plan providing they pay 25% of the cost of such plan
- d. Those with twenty (20) years of service may continue in the city healthcare plan providing they pay 20% of the cost of such plan
- e. Those with twenty five (25) years of service may continue in the city healthcare plan providing they pay 15% of the cost of such plan.
- f. However, no retiree will pay less than active employees but will pay according to the above table (a-e) or what active employees pay whichever is greater.

Article IX

RETIREMENT BENEFITS

Section 1. CONTRIBUTIONS.

The City participates in the New York State and Local Employees' Retirement System offering plan 75 I for Tier 1 & 2. Article 14 and Article 15 are given to employees joining the system after July 27, 1976. Employees in each tier receive the 41J rider.

(Note: As of October 1, 2000, Article 14 and Article 15 were amended to eliminate the 3% employee contribution on gross pay after ten years of service.)

Section 2. SICK LEAVE ACCUMULATION

Employees shall be entitled to take all accumulations of sick leave with pay as provided under Article VI, but not to exceed one hundred (100) working days at the time of retirement from employment pursuant to provisions of the Civil Service Law.

Employees with thirty (30) or more years of service, even when not eligible for retirement at the time of their separation, shall be entitled to take all accumulations of sick leave with pay as provided under Article VI, but not to exceed seventy-five (75) working days.

Section 3. DEATH BENEFIT

Any death benefit provided for an eligible member or his/her beneficiary shall be in accordance with the language of the New York State Retirement System, dependent upon the Tier under which said employee falls.

Section 4. CAREER LONGEVITY.

Employees who express a desire to retire and who give the City one year's advance notice shall receive career longevity payments as follows:

Effective January 1, 2000 – seventy (\$70.00) dollars per bi-weekly pay for a total of \$1,820.00/year.

Article X

GRIEVANCE PROCEDURE

Section 1. APPLICATION.

A grievance may be filed by an employee with regard to the application or interpretation of this agreement in accordance with the following procedure.

Section 2. FILING TIME.

An alleged violation of the application or interpretation of this Agreement must be filed within ten (10) working days from the time of the alleged occurrence. A grievance not so filed will be determined to have been waived.

Section 3. PROCEDURE.

STEP ONE. An employee who has a grievance arising from application or interpretation of this Agreement shall present the claim promptly, in writing, to his/her supervisor, for discussion. This discussion will be completed within three (3) working days, excluding Saturdays and Sundays, after the grievance is presented. The supervisor will respond, in writing, within five (5) working days, excluding Saturdays and Sundays, after completion of the discussion.

STEP TWO. If the grievance is not resolved in Step One, it shall be presented in writing to the Department Head within three (3) working days excluding Saturdays and Sundays of the supervisor's response. Written presentation to the Department Head will include the name and title of the aggrieved party, the violation of the labor agreement by section number, the time and place where the alleged event(s) or condition(s) constituting the grievance occurred, the identity of the person responsible for causing the said event(s) or condition(s) and a general statement of the nature of the grievance and redress sought by the aggrieved party, to be answered within five (5) working days.

STEP THREE. If the grievance is not resolved in Step Two is shall be referred in writing, by the Union Representative, within ten (10) working days of the Department Head's response, to the Mayor's representative. The Mayor's representative shall, within ten (10) working days, schedule a meeting with the grievant and the grievant's Union Representative(s).

(a) After the Step 3 meeting, either party may, within five (5) working days, request that the matter be referred to Mediation. In Mediation a mutually agreed upon third party will attempt to assist the parties in resolving their conflict. The mediation shall take place within ten (10) working days of the request for mediation. The recommendations of the mediator shall in no way be binding upon the parties or preclude the process to Step 4.

(b) If mediation is not requested, the Mayor's representative shall render his decision in writing no later than ten (10) days following the meeting at Step 3.

(c) If mediation is requested and a settlement is not reached, the Mayor's representative shall render a decision in writing not later than ten (10) working days following the mediation session.

Paragraph (a) shall only be effective during the duration of the agreement.

Step 4. BINDING ARBITRATION

If the grievance is not resolved satisfactorily at Step 3 of the grievance procedure either party may submit the grievance to binding arbitration within ten (10) working days of receipt of the answer at Step 3.

The parties agree that when a grievance is moved to the point of arbitration, the parties shall then utilize the list from the Public Employment Relations Board to resolve the grievance. All costs associated in the arbitration of the grievance shall be borne equally between the parties. The arbitrator shall have no power to add to, subtract from or modify any terms of this Agreement.

- 1.) The time limits in the procedure may be extended by mutual agreement, in writing.
- 2.) For the purpose of this definition, days shall not include Saturday, Sunday or holidays.

- 3.) In the case of a group, policy or organization type of grievance, the grievance may be submitted directly to the Department Head by the Association.
- 4.) Any step of the grievance procedure may be by-passed by mutual agreement in writing.

Section 4. NON-COMPLIANCE.

In the above process, any grievance not referred to the next step within the stated time limits will be considered closed. Likewise, if the administration does not answer the aggrieved as to its decision at any step of the grievance procedure within the prescribed time limit, the grievance will be considered in favor of the aggrieved.

Article XI

SENIORITY AND LAY-OFF

Section 1. SENIORITY.

1. Seniority is defined as the length of continuous service within the bargaining unit.
2. The seniority of employees who are in the employ of the City as of the effective date

of this Agreement shall be determined as follows:

- (a) An employee who is a full-time employee and who has been a full-time employee throughout his continuous service with the City since his last date of hire shall have full-time seniority beginning as of his last date of hire as a full-time employee, including those periods required to be treated as continuous service according to Civil Service Law.
- (b) An employee who is a part-time employee and who has been a part-time employee throughout his continuous service with the City since his last date of hire, shall have part-time seniority beginning as of his last date of hire as a part-time employee, including those periods required to be treated as continuous service according to Civil Service Law.

- (c) An employee who is a full-time employee but has also been a part-time employee during his continuous service with the City since his last date of hire, shall have full-time seniority beginning with a date to be determined as follows:
 - (1) Full credit will be given for all past full-time service since his last date of hire.
 - (2) Credit for past part-time service since his last date of hire as of January 1, 1965, will be given by regarding 1950 hours as one (1) year of full-time service and granting credit for actual hours worked in proportion thereto.
 - (3) The number of years, months and days of past service shall be credited to the employee's seniority. The resulting date will be treated as the employee's "last date of hire" for all seniority provisions of this Agreement.
- (d) An employee who is a part-time employee but has also been a full-time employee during his continuous service with the City shall have part-time seniority beginning with a date to be determined as follows:
 - (1) The most recent first day of full-time service prior to the current part-time service shall be determined.
 - (2) The seniority date shall be determined by the use of Article XI, Section 1(a) or (c), whichever is appropriate. The date shall be the employee's part-time seniority date.
- (e) Temporary part-time employee shall mean one who is employed on a temporary basis, one who works at their convenience regarding days off, or one who works on-call only as needed as an extra.
- (f) All temporary agency employees shall be laid off before any permanent appointed employee within the same lay off unit.

Section 2. LAY-OFFS.

1. For layoff purposes, seniority shall mean seniority, as defined in Section 1 of this Article, within the layoff units designated in Section 3 of this Article.

2. For layoff purposes, an employee's seniority shall determine the order to be followed, except that the department may retain an employee irrespective of seniority ranking who possesses an exceptional value to the department by reason of special knowledge, training, or ability to perform a particular job, providing the Department Head and Union Representative are mutually agreeable and providing this employee is doing the kind of work he is trained for.

3. If the procedure indicated in Paragraph 2 above of this Section is not utilized by either party, the following method of layoff shall be implemented: the employee with the least seniority within the layoff unit shall be the first to be removed until the total number of employees required to decrease forces has been eliminated. After the affected employee has exhausted seniority in his current classification, he shall exercise his seniority to displace any employee with lesser seniority that he in other position title or any position titles which he has previously held in the layoff unit in which he is currently employed.

4. If a non-competitive or labor class employee without the rights granted under Section 85 of the Civil Service Law is transferred from one layoff unit to another, he shall be allowed to retain his seniority and as a result, he will be dovetailed into the ranking established in the layoff unit to which he is transferred. The employer; however, shall allow the affected employee(s) to return to his/her former position, if said position is re-established, before the employer utilizes outside sources to fill the position in question within a period of one (1) year.

5. If a competitive class, non-competitive class or laboring class employee with retention rights granted under Section 85 of the Civil Service Law is transferred from one layoff unit to another, his seniority shall be determined in accordance with the provisions of the Civil Service Law.

Recalls shall be in the inverse order of layoff.

Section 3. LAYOFF UNITS.

Clerical and Administrative Series

Senior Typist
Typist

Principal Clerk
Senior Clerk
Clerk

Stenographic Secretary
Senior Stenographer
Stenographer

Accounting, Stores and Fiscal Series

Bookkeeping Machine Operator

Principal Account Clerk
Senior Account Clerk
Account Clerk

Senior Account Clerk Typist
Account Clerk Typist

Senior Payroll Clerk
Payroll Clerk

Cashier

Computer Operator

Keypunch Operator

Engineering, Inspection & Technical Group

Junior Civil Engineer
Engineering Assistance
Engineering Aide

Dispatcher

|

Traffic & Parking Division

Traffic Technician I
Traffic Technician II
Parking Meter Attendant

Labor & Trades Group

Senior Maintenance Mechanic
Maintenance Mechanic I
Maintenance Mechanic II
Laborer
Guard

Section 4. LAYOFF OPTIONS/CONSIDERATIONS.

Any employee who is laid-off shall be afforded the following options and considerations:

- (a) The employee shall be given at least two (2) weeks notification that his position is to be abolished;
- (b) The employee will be given first consideration for any newly established or vacated position(s) for which he is qualified before any outside sources of manpower are utilized.

Section 5. DISCONTINUATION OF SENIORITY.

Seniority shall cease for any one of the following reasons:

- (a) Justifiable discharge;
- (b) Voluntary quitting (unless the employee is reinstated within the period specified by Civil Service Law.);
- (c) Failure to report to work following a layoff or absence without cause within three (3) days after notice of return, by registered mail;
- (d) Layoff in excess of one (1) year;
- (e) Absence due to illness or injury in excess of one (1) year.

Section 6. MISCELLANEOUS PROVISIONS.

1. All time spent is classified service as defined in Section 40 of the Civil Service Law shall be considered as continuous service for the purposes of this Article.
2. If two or more employees are hired or appointed on the same date, the relative seniority shall be determined by a flip of a coin.
3. This seniority clause shall be subject to the applicable provisions of the Civil Service Laws, which may deal with the subject matter contained in this Article.
4. New employees hired provisionally for the Competitive Class Civil Service positions must be notified at the time of employment of the provisional nature of their appointment and scheduled for a test as soon as one is given. If the test is one not regularly scheduled, the Department Head will, within six (6) months after the employees date of hire, take steps to request the examination through the Civil Service office.

Article XII

GENERAL PROVISIONS

Section 1. JURY DUTY.

In the event an employee is called for jury duty in the Courts of New York or of the United States of America, the employer will pay to such employee during the period of actual jury duty the difference between the then jury pay and such employee's regular pay. The employee must return to his scheduled work when not required to be on jury duty. The employee shall notify the Employer of call for jury duty as soon as he has been notified of such jury duty to enable the employer to obtain a replacement.

Section 2. BULLETIN BOARDS.

The Association shall have the right to post notices and communication on the bulletin boards maintained on the premises and facilities of the employer.

Section 3. ATTENDANCE AT BARGAINING SESSIONS.

The Employer agrees to permit up to four (4) members of the Association to be present during bargaining sessions without loss of pay from regularly scheduled work. Provisions of this Section are subject to work schedules of the department involved and no more than one (1) employee from any one (1) department shall be permitted to be absent for the bargaining sessions.

Section 4. TIME FOR C.S.E.A. BUSINESS.

(a) C.S.E.A. delegates from the Jamestown Unit shall be allowed up to sixty (60) work hours per annum without loss of pay to attend conventions, special meetings, seminars or any other functions or activities sponsored by the Chautauqua County Local 807 of the C.S.E.A. or the statewide C.S.E.A organization.

(b) Upon notification to the Department Head, a duly selected office of the City of Jamestown Unit C.S.E.A. or any employee serving on the grievance committee shall be granted a reasonable amount of time off without loss of pay for the investigation of claimed grievances and the processing of these grievances. The parties to this Agreement recognize that the primary mission of the City of Jamestown is to deliver services to the citizens of the City, and in recognition of that mission, the granting of time off for Union business shall not interfere with the delivery of the City's services.

(c) The President, Secretary or duly appointed steward of the Jamestown Unit of the C.S.E.A. shall be given reasonable time away from their work without loss of pay for C.S.E.A. business, such as posting union notices, investigation of grievances, etc.

(d) Employees serving on the Negotiating Committee of the Jamestown Unit of the C.S.E.A. shall be granted time off without loss of pay for the purpose of negotiations or other related activity.

Section 5. PERMANENT STATUS.

(a) All competitive class employees shall be afforded the protections of Section 75 of the Civil Service Law.

Any employee served with such notice shall be given the opportunity to reply and shall be afforded the right to use the grievance procedure as per contract.

Employees using the protection of Section 75 of the Civil Service Law will not be entitled to use the grievance and/or arbitration procedure.

(b) Those employees in a non-competitive or laboring class with six (6) months of service to the City of Jamestown shall not be dismissed or otherwise terminated or suspended without stating reasons for dismissal or other termination. Any employee with such notice shall be given the opportunity to reply and shall be afforded the right to use the grievance procedure as per contract.

(c) An employee shall not be disciplined for work related acts or omissions which occurred more than twenty-four (24) months prior to charges being served upon said employee unless the act or omission would constitute a criminal offense.

Section 6. SAVING CLAUSE.

(a) If any Article or part thereof of this Agreement or any addition thereto should be decided as in violation of any Federal, State or local law; or, if adherence to or enforcement of any Article or part thereof should be restrained by a court of law, the remaining Articles of the Agreement or any addition thereto shall not be affected.

(b) If a determination or decision is made as per part (a) of this Section, the original parties to this Agreement shall convene immediately for the purpose of negotiating a satisfactory replacement of such Article or part thereof.

Section 7. LEGISLATIVE APPROVAL

It is agreed by and between the parties that any provision of this Agreement which requires legislative action to permit its implementation by amendment of law or be provided additional funds therefor, shall not become effective until the appropriate legislative body approval.

Section 8. CHANGES TO TITLES.

Should any new titles be created or titles be realigned during the life of this Agreement, the City shall notify the unit president of the C.S.E.A. by letter stating the specific additions or changes it wishes to make. The unit president may then open such additions or changes to negotiations. Inclusion or exclusion from the bargaining unit shall be part of these negotiations should either party raise it as an issue.

Section 9. JOB POSTING.

Whenever a vacancy occurs so as to make a promotion possible, the employer shall post for a period of at least seven (7) calendar days, which shall include one (1) weekend, on its bulletin boards a notice of such opening(s) outlining specifications related to the job along with the name, location, description, qualifications and salary of job. A copy of all job vacancies shall be forwarded to the Union President and his or her designee.

Any interested employee shall be allowed to apply during the posting period on prepared forms, which shall be made available by the employer at the Personnel Office.

In the event of two (2) or more employees applying for a promotional position, the senior employee shall receive the promotion if she/he has the ability to do the work.

Section 10. CONFIDENTIAL AND MANAGERIAL EMPLOYEES.

Those employees who are excluded from the terms and conditions of this contract because they have been designated, as of January 1, 1977, as managerial or confidential personnel, shall remain outside the terms of this Agreement for the purposes of benefits herein. If the City of Jamestown wishes to place additional employees in positions of managerial or confidential personnel group, agreement will be obtained from the C.S.E.A. subject to Article XII, Section 6 of this Agreement.

Section 11. MEETINGS.

There shall be monthly C.S.E.A./Management meetings to discuss and resolve matters either party wishes to bring up. These meetings shall be held during working hours unless the parties mutually agree otherwise.

C.S.E.A./Management Committees shall meet to implement mutually agreed upon attendance control policies for City employees.

Section 12. WORKER'S COMPENSATION LEAVE.

Employees absent due to an on-the-job injury may elect to draw sick leave credits for all or part of their absence. Upon return to work, sick leave used shall be restored to the employee to the extent of the total award divided by his daily rate of compensation. All benefits and accruals shall continue for the duration of the leave.

Section 13. PERSONNEL HISTORY FOLDER.

(a) Upon five (5) days written request, an employee shall have the opportunity to review his or her personnel file in the event of a grievance investigation, without charge to his or her accrued time. This review must be in the presence of an appropriate official of the Personnel Department and, at the employee's option, in the presence of his or her union representative.

(b) Upon an employee's written request, a report of adverse work performance over three (3) years old shall be removed from the employee's personnel file.

Section 14. MILEAGE.

The mileage rate for those employees required by their supervisors to use their personal vehicles for the performance of their job duties on behalf of the City shall be reimbursed at the rate established by the City Council.

Section 15. PROBATIONARY PERIOD.

All new employees shall be on a three (3) month probation period. At the end of this period their performance will be evaluated and, if satisfactory, permanent status will be

granted. In other cases the probation period may be extended for an additional three (3) months.

Section 16. DEFINITIONS

To better understand some of the terminology used throughout this Agreement, the following definitions are given for clarification purposes.

- (a) A part-time employee is one who works 50% or less of the standard work week.
- (b) A full-time employee is one who works more than 50% of the normal work week.
- (c) Employees who work less than 30 hours per week on a normal basis are not eligible for medical insurance coverage.
- (d) An "on-call" receptionist is not to be considered a part-time employee.
- (e) Part-time employees, defined in (a) above, shall receive a proration of the normal fringe benefits of a full-time employee based on the hours worked, unless otherwise stipulated in this Agreement. Such benefits shall be calculated to the nearest hour.

Section 17. WELLNESS PROGRAM.

In an effort to encourage its employees to be more aware of their overall health, the City will establish, as part of its wellness program, the payment of twenty-five (\$25.00) dollars toward a fitness program at either the Y.M.C.A. or J.C.C.

Section 18. UNIFORMS

Parking enforcement employees shall receive two additional uniforms for a total of three. Worn out uniforms will be turned in for replacement. A cleaning service will be selected and provided by the Employer for such uniforms.

Article XII

TERMINATION

Section 1. DURATION OF AGREEMENT.

This Agreement shall become effective January 1, 2004 and shall terminate December 31, 2007 and shall continue in effect for yearly period thereafter unless either party shall notify the other party, in writing no later than May 15, prior to the termination date as herein provided. It is agreed and understood that negotiations pursuant to the above notice shall commence no later than August 15 prior to such termination date.

Section 2. SUPERCEDING PROVISIONS.

The provisions of this contract shall supercede the provisions heretofore made and provided by the Employer, which are specifically covered herein. Matters which are not specifically covered herein and are the subject of provisions heretofore made and provided by the Employer shall continue in force and effect during the term of this contract.

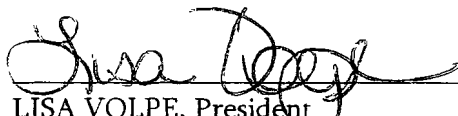
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed, each by its duly authorized officials and representatives the day and year first written above.

JAMESTOWN UNIT 6305 OF THE
CIVIL SERVICE EMPLOYEES ASSOCIATION, INC.,
A.F.S.C.M.E. LOCAL 1000


LABOR RELATIONS SPECIALIST

CITY OF JAMESTOWN, NEW YORK


SAMUEL TERESI
MAYOR


LISA VOLPE, President
C.S.E.A., JAMESTOWN UNIT 6305

CSEA CONTRACT								
2004-2007 COMPENSATION SCHEDULE								
FINAL		2004	2.75%					
		2005	3.25%					
		2006	3.25%					
		2007	3.25%					
		2007	4.00%	Top Step				
Clerical & Administrative Group								
STEP								
TITLE	YEAR	1	2	3	4	5	6	
Typist	2003	15,157	16,361	18,625	22,362	23,858		
	2004	15,574	16,811	19,137	22,977	24,514		
	2005	16,080	17,357	19,759	23,724	25,311		
	2006	16,603	17,921	20,401	24,495	26,134		
	2007	17,143	18,503	21,064	25,291	26,983	28,062	
Senior Typist	2003	16,049	17,441	19,911	23,941	25,665		
	2004	16,490	17,921	20,459	24,599	26,371		
	2005	17,026	18,503	21,124	25,398	27,228		
	2006	17,579	19,104	21,811	26,223	28,113		
	2007	18,150	19,725	22,520	27,075	29,027	30,188	
Clerk	2003	13,890	15,052	17,275	20,667	22,134		
	2004	14,272	15,466	17,750	21,235	22,743		
	2005	14,736	15,969	18,327	21,925	23,482		
	2006	15,215	16,488	18,923	22,638	24,245		
	2007	15,709	17,024	19,538	23,374	25,033	26,034	
Senior Clerk	2003	15,115	16,444	18,854	22,633	24,315		
	2004	15,531	16,896	19,372	23,255	24,984		
	2005	16,036	17,445	20,002	24,011	25,796		
	2006	16,557	18,012	20,652	24,791	26,634		
	2007	17,095	18,597	21,323	25,597	27,500	28,600	
Stenographer	2003	15,115	16,444	18,854	22,633	24,315		
	2004	15,531	16,896	19,372	23,255	24,984		
	2005	16,036	17,445	20,002	24,011	25,796		
	2006	16,557	18,012	20,652	24,791	26,634		
	2007	17,095	18,597	21,323	25,597	27,500	28,600	
Senior Stenographer	2003	16,569	18,023	20,598	24,793	26,599		
	2004	17,025	18,519	21,164	25,475	27,330		
	2005	17,578	19,121	21,852	26,303	28,218		
	2006	18,149	19,742	22,562	27,158	29,135		
	2007	18,739	20,384	23,295	28,041	30,082	31,285	
Stenographic Secretary	2003	17,441	19,039	21,927	26,454	28,510		
	2004	17,921	19,563	22,530	27,181	29,294		
	2005	18,503	20,199	23,262	28,064	30,246		
	2006	19,104	20,855	24,018	28,976	31,229		
	2007	19,725	21,533	24,799	29,918	32,244	33,534	
Principal Clerk	2003	17,441	19,039	21,927	26,454	28,510	29,528	
	2004	17,921	19,563	22,530	27,181	29,294	30,340	
	2005	18,503	20,199	23,262	28,064	30,246	31,326	
	2006	19,104	20,855	24,018	28,976	31,229	32,344	
	2007	21,533	24,799	29,918	32,244	33,395	34,731	
Admin. Asst. / Grants Coord.	2003	21,158	21,975	22,808	23,650	24,492	25,335	
	2004	21,740	22,579	23,435	24,300	25,166	26,032	
	2005	22,447	23,313	24,197	25,090	25,984	26,878	
	2006	23,177	24,071	24,983	25,905	26,828	27,752	
	2007	24,853	25,795	26,747	27,700	28,654	29,800	
Accounting, Stores & Fiscal Group								
Account Clerk Typist	2003	16,029	17,441	19,911	23,921	25,644		
	2004	16,470	17,921	20,459	24,579	26,349		
	2005	17,005	18,503	21,124	25,378	27,205		
	2006	17,558	19,104	21,811	26,203	28,089		
	2007	18,129	19,725	22,520	27,055	29,002	30,162	

		2003	17,441	19,039	21,927	26,454	28,510	29,528
		2004	17,921	19,563	22,530	27,181	29,294	30,340
Senior Account Clerk Typist		2005	18,503	20,199	23,262	28,064	30,246	31,326
		2006	19,104	20,855	24,018	28,976	31,229	32,344
		2007	21,533	24,799	29,918	32,244	33,395	34,731
		2003	18,085	19,767	22,778	27,513	29,632	30,670
		2004	18,582	20,311	23,404	28,270	30,447	31,513
Payroll Clerk		2005	19,186	20,971	24,165	29,189	31,437	32,537
		2006	19,810	21,653	24,950	30,138	32,459	33,594
		2007	22,357	25,761	31,117	33,514	34,686	36,073
		2003	14,263	15,384	17,607	21,158	22,674	
		2004	14,655	15,807	18,091	21,740	23,298	
Account Clerk		2005	15,131	16,321	18,679	22,447	24,055	
		2006	15,623	16,851	19,286	23,177	24,837	
		2007	16,131	17,399	19,913	23,930	25,644	26,670
		2003	20,224	22,134	25,541	30,877	33,286	
		2004	20,780	22,743	26,243	31,726	34,201	
Principal Account Clerk		2005	21,455	23,482	27,096	32,757	35,313	
		2006	22,152	24,245	27,977	33,822	36,461	
		2007	22,872	25,033	28,886	34,921	37,646	39,152
		2003	16,215	17,691	20,349	24,522	26,391	
		2004	16,661	18,178	20,909	25,196	27,117	
Senior Account Clerk		2005	17,202	18,769	21,589	26,015	27,998	
		2006	17,761	19,379	22,291	26,860	28,908	
		2007	18,338	20,009	23,015	27,733	29,848	31,042
		2003	17,378	18,977	21,823	26,329	28,344	
		2004	17,856	19,499	22,423	27,053	29,123	
Computer Operator		2005	18,436	20,133	23,152	27,932	30,069	
		2006	19,035	20,787	23,904	28,840	31,046	
		2007	19,654	21,463	24,681	29,777	32,055	33,337
		2003	16,049	17,441	19,911	23,941	25,665	
		2004	16,490	17,921	20,459	24,599	26,371	
Data Entry Machine Operator		2005	17,026	18,503	21,124	25,398	27,228	
		2006	17,579	19,104	21,811	26,223	28,113	
		2007	18,150	19,725	22,520	27,075	29,027	30,188
		2003	17,129	18,666	21,365	25,707	27,596	
		2004	17,600	19,179	21,953	26,414	28,355	
Assessment Clerk		2005	18,172	19,802	22,666	27,272	29,277	
		2006	18,763	20,446	23,403	28,158	30,229	
		2007	19,373	21,110	24,164	29,073	31,211	32,459
		2003	26,101	27,088	28,321	29,598	30,733	31,912
		2004	26,819	27,833	29,100	30,412	31,578	32,790
Computer Service Specialist		2005	27,691	28,738	30,046	31,400	32,604	33,856
		2006	28,591	29,672	31,022	32,421	33,664	34,956
		2007	30,636	32,030	33,475	34,758	36,092	37,536
		2003	22,574	23,485	24,421	25,399	26,414	27,470
		2004	23,195	24,131	25,093	26,097	27,140	28,225
Crime Analyst		2005	23,949	24,915	25,909	26,945	28,022	29,142
		2006	24,727	25,725	26,751	27,821	28,933	30,089
		2007	26,561	27,620	28,725	29,873	31,067	32,310
Engineering, Inspection & Technical Group								
		2003	27,430	30,129	34,948	42,507	46,370	48,156
		2004	28,184	30,958	35,909	43,676	47,645	49,480
Junior Civil Engineer		2005	29,100	31,964	37,076	45,095	49,193	51,088
		2006	30,046	33,003	38,281	46,561	50,792	52,748
		2007	34,076	39,525	48,074	52,443	54,462	56,640
		2003	18,064	19,684	22,592	28,219	29,279	
		2004	18,561	20,225	23,213	28,995	30,084	
Dispatcher (911)		2005	19,164	20,882	23,967	29,937	31,062	
		2006	19,787	21,561	24,746	30,910	32,072	
		2007	20,430	22,262	25,550	31,915	33,114	34,439

Traffic & Parking Division								
		2003	16,132	17,544	19,039	22,902	23,692	24,544
		2004	16,576	18,026	19,563	23,532	24,344	25,219
Parking Meter Attendant		2005	17,115	18,612	20,199	24,297	25,135	26,039
		2006	17,671	19,217	20,855	25,087	25,952	26,885
		2007	19,842	21,533	25,902	26,795	27,759	28,869
		2003	19,684	21,490	24,668	29,756	31,999	
		2004	20,225	22,081	25,346	30,574	32,879	
Traffic Technician II		2005	20,882	22,799	26,170	31,568	33,948	
		2006	21,561	23,540	27,021	32,594	35,051	
		2007	22,262	24,305	27,899	33,653	36,190	37,638
		2003	21,802	23,879	27,472	33,557	35,925	37,212
		2004	22,402	24,536	28,227	34,480	36,913	38,235
Traffic Technician I		2005	23,130	25,333	29,144	35,601	38,113	39,478
		2006	23,882	26,156	30,091	36,758	39,352	40,761
		2007	27,006	31,069	37,953	40,631	42,086	43,769
Labor & Trades Group								
		2003	21,150	23,144	26,666			
		2004	21,732	23,780	27,399			
Maintenance Mechanic II		2005	22,438	24,553	28,289			
		2006	23,167	25,351	29,208			
		2007	23,920	26,175	30,157	31,363		
		2003	22,789	24,961	28,747	36,036		
		2004	23,416	25,647	29,538	37,027		
Maintenance Mechanic I		2005	24,177	26,481	30,498	38,230		
		2006	24,963	27,342	31,489	39,472		
		2007	25,774	28,231	32,512	40,755	42,385	
		2003	24,761	27,020	30,941			
		2004	25,442	27,763	31,792			
Senior Maintenance Mechanic		2005	26,269	28,665	32,825			
		2006	27,123	29,597	33,892			
		2007	28,004	30,559	34,993	36,393		
		2003	19,814	20,640	21,466	22,297	23,117	23,942
		2004	20,359	21,208	22,056	22,910	23,753	24,600
Equipment Maintenance Tech.		2005	21,021	21,897	22,773	23,655	24,525	25,400
		2006	21,704	22,609	23,513	24,424	25,322	26,226
		2007	23,344	24,277	25,218	26,145	27,078	28,161
		2003	18,381	20,130	23,453			
		2004	18,886	20,684	24,098			
Laborer		2005	19,500	21,356	24,881			
		2006	20,134	22,050	25,690			
		2007	20,788	22,767	26,525	27,586		
		2003	17,228	18,691	21,459	25,935	28,261	
		2004	17,702	19,205	22,049	26,648	29,038	
Guard		2005	18,277	19,829	22,766	27,514	29,982	
		2006	18,871	20,473	23,506	28,408	30,956	
		2007	19,484	21,138	24,270	29,331	31,962	33,240
Annual Hours:								
1950								
2080								

APPENDIX A

City of Jamestown Vision Care Program

The purpose of the City of Jamestown Vision Care Plan is to help employees offset the cost of routine vision care for themselves and their dependents. The City of Jamestown has contracted through a Third Party Administrator with certain area vision care practitioners to furnish services and to bill the City through the Third Party Administrator for covered benefits.

1. ALLOWANCES FOR SCHEDULE OF COVERED BENEFITS

*a. Examination	\$40.00
*b. Frames	\$50.00
c. Lenses (per pair)	
Single Vision	\$35.00
Bifocal – single	\$45.00
Bifocal – double	\$65.00
Trifocal	\$60.00
d. Lenticular (including aspheric)	\$125.00
e. Contracts (unless acuity cannot be 20/70)	\$125.00

Note: The lens allowance is for two (2) lenses; if only one (1) lens is needed, the allowance will be half of the pair allowance.

Contact lenses for other than that above may be purchased. The amount of reimbursement would be the same as the allowance for regular glasses above*, plus the allowance for the eye examination.

Note: This vision care program is a twelve (12) month program effective 1/1/05.

2. VISION EXAMINATION.

A comprehensive eye examination including diagnostic ophthalmic examination, with or without definitive refraction as medically indicated, or a complete vision survey and analysis including, but not limited to case history, complete refraction, coordination measurements and tests, visual field charting, and prescription of lenses as needed.

3. CLAIMS FOR COVERED BENEFITS.

Selecting a provider from the Third Party Administrator lists assures direct payment to the provider according to the schedule listed above. Any excess amount over and above the covered benefit will be your responsibility. However, if you seek the services of a provider who is not on the Third Party Administrator's participating provider's list, you must pay the full fee. You will then be reimbursed after submitting a claim form according to the covered benefits listed above. Claim forms are available from the Human Resources office.

4. IDENTIFICATION.

Each enrollee will be issued an identification card, which you are required to present at the time of service.

5. EXCLUSIONS.

- a. Service rendered as the result of an injury or sickness arising out of the course of employment;
- b. Orthotics or vision training;
- c. Prescription sunglasses;
- d. Photochromic or tinted lenses (when amount exceeds covered benefit.);
- e. Medical or surgical treatment of eyes;
- f. Oversize lenses;
- g. Lens coating or laminating;
- h. Plano lenses;
- i. Any eye examination or eyewear required by the employer as a condition of employment.

APPENDIX B

City of Jamestown Prescription Drug Program

The purpose of the City of Jamestown Prescription Drug Program is to provide coverage for the basic prescription drug needs of employees, including hypodermic needles, assuring broad geographic coverage and quality products and services at competitive prices. The City of Jamestown has contracted through a Third Party Administrator with certain area pharmacies to accept benefits payable under the prescription program as full payment for prescription drugs.

BENEFITS

The basic benefits payable under the drug program are those drugs as prescribed by your physician.

CO-PAYMENT

A co-payment is required for each prescription filled. Co-payments do not contribute to meeting your individual or family deductible. If the cost of the prescription is less than the co-payment, then the payment will be the cost of the prescription.

Co-Payments effective **12/20/04**:

Generic	\$4.00
Brand Name	\$8.00

Co-Payments effective **January 1, 2007**:

Generic	\$6.00
Brand Name	\$12.00
Multi-Source	\$25.00*

*Multi-source drugs to be determined by the City of Jamestown's Third Party Administrator (TPA).

CLAIMS

All employees will be provided with a prescription card. The participating pharmacies will honor your identification card, which must be presented at the time of purchase, collect the required co-payment and submit a billing to the Third-Party Administrator. Claim forms are not necessary when you use a participating pharmacy.

Should you choose to use a non-participating pharmacy, you must pay for the prescription and submit a claim to the Third Party Administrator. The Third Party Administrator will reimburse you directly for the amount which would have been paid for had your prescription been filled at a participating pharmacy, less the required co-payment. Charges not reimbursed for obtaining a prescription at a non-participating pharmacy do not contribute to meeting your individual or family deductible.

Claim forms are available at the Human Resources office. Claims must include an itemized receipt including the name of the dispensing pharmacy, patient name, date dispensed, drug dispensed, amount charged and prescribing physician.

RESTRICTIONS

The following restrictions apply to the Prescription Drug Program:

- a. The quantity of drug dispensed cannot exceed a supply sufficient for thirty (30) consecutive days. However, prescription orders for "chronic" medications may be dispensed in a supply sufficient for sixty (60) consecutive days.
- b. Refills are allowed up to twelve (12) months, or as allowed by law, from the onset if included in the original prescription.

EXCLUSIONS

The following items and services are specifically excluded from the prescription drug program:

- a. Medication available without a prescription (except insulin);
- b. Mechanical devices, artificial appliances and therapeutic devices;
- c. Vitamins;
- d. Medications for an individual who is an in-patient;
- e. Any charges for the administration of medications;
- f. Charges for medications incurred as a result of an illness or injury which occurred on the job;
- g. Rogaine;
- h. Retin-A (except as prescribed by a physician for acne);
- i. Habitrol and Nicoderm (limited to one-time use at \$300.00 maximum).

APPENDIX C

City of Jamestown Preadmission Certification and Alternatives to Hospitalization

The Plan requires that each in-patient admission be reviewed prior to entering the hospital, except for emergency admissions, which must be reviewed within 72 hours after admission. Preadmission certification is required to assure full health benefit payments.

The preadmission certification procedure is as follows:

1. Either the employee or the doctor must call the number provided on the ID card;
2. The following information is needed:
 - a. The name, address, social security number and age of the patient;
 - b. The employee's name, social security number and the employer's name;
 - c. The admitting diagnosis, planned procedure and proposed length of stay;
 - d. The name, address and phone number of the doctor and hospital.

The preadmission certification will assist the plan in forecasting utilization and early identification of high risk cases which may be appropriate referrals for medical case management.

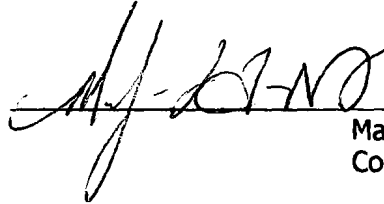
In cases where an in-patient admission takes place without attaining preadmission certification, the Plan will issue a notification letter informing the employee that each future occurrence during the plan year will result in a reduction of the benefit payment. For the second failure to attain preadmission certification, the benefit payment will be reduced by 10%. For each subsequent failure, the benefit will be reduced by 25%.

The preadmission certification program will assist in the early identification of high risk medical cases. After review, the plan may refer high risk medical cases for medical case management services. The purpose of medical case management is to develop an assessment of the medical and financial impact of such medical cases and the development, through coordination with physicians, hospitals, other health care providers, the patient and family of a long-term treatment plan which best meets the medical, social and financial needs of the patient, taking into consideration alternatives to hospitalization.

Prior to the application of medical case management services, the patient's consent (a parent or legal guardian in the case of a minor) is mandatory.

CERTIFICATE OF CORPORATION COUNSEL

In accordance with the Charter of the City of Jamestown, the undersigned Corporation Counsel of the City of Jamestown hereby certifies that the above instrument is in due and proper form and that the City of Jamestown, through the officer named herein, has the right to enter into this agreement.

A handwritten signature in cursive script, appearing to read 'M. Fiore-Nieves', written over a horizontal line.

Marilyn Fiore-Nieves
Corporation Counsel

Dated: 3/17/15